

REQUEST FOR PROPOSALS

for

CELLULAR PHONE SERVICE

Proposal Number BC-05-19-04-34

**DRAFT**

BOARD OF COUNTY COMMISSIONERS

LEON COUNTY, FLORIDA

## I. INTRODUCTION

Leon County has issued this Request for Proposals (RFP) for the sole purpose of obtaining responsive proposals from responsible offerors for a contract to provide cellular telephone service and equipment for the various departments and divisions of county government.

The vendor will provide full time, daily service, support and maintenance of all County cellular telephones. This Request for Proposals (RFP) contemplates a contract in which Basic and Enhanced digital cellular services are offered. All existing cellular telephone services will be converted over to the new provider, as well as future purchases of new service and equipment. All current cellular phone numbers are to be maintained in the new service. It is the County's intent to award the service under this contract to one (1) vendor, but reserves the right to award to one or more vendors if it determines that it would be in the best interest of the County. The County reserves the right to increase or decrease quantities and add additional departments and divisions to the contract.

A significant, but not sole basis of award will be that the awarded firm will commit contractually to provide the specified package of services and equipment in accordance with the County's requirements. Any costs incurred by proposer in preparing or submitting offers are the proposer's sole responsibility. The County will not reimburse any proposer for any costs incurred prior to contract award.

### Background

There are approximately 150 cellular telephones in use by various County departments and divisions. Air time averages approximately 41,250 minutes per month (based on FY 2003 records), the majority of which is accumulated between 8:00am and 5:00pm, Monday through Friday. Attached to this RFP is a chart showing the current number of users by department and division (the preferred method of grouping is by division for accounting purposes) and usage data.

Each division administers the ordering of cellular telephone equipment and service for its staff. When new equipment or service is requested, the division representative will fax (or e-mail) a work order to the contractor. The work order shall provide necessary service information required by the contractor including the name of the department or division requesting service and the account information to which the service and/or equipment is to be billed. The contractor then programs the cellular equipment and/or activates service then delivers the equipment to the requesting department or division as identified in the work order.

### General Description of Required Performance Outcomes

As a minimum, the contractor must achieve and maintain the performance outcomes listed below.

1. Provide digital cellular service within Leon County, Florida. Cellular service must be free of dead zones. All units must have the capability to automatically step down to analog service where digital is not available.
2. Provide cellular telephones and accessories that are warranted to be free of defects in design, parts, materials, and workmanship.
3. Provide detailed monthly billing in the format requested by the county.

### Term of Contract:

Contract shall be for a two (2) year period, without provision for increases, commencing upon final execution of the contract. The County, at its sole discretion, reserves the right to extend the contract period for two (2) additional one (1) year terms, in the event the successful proposer agrees

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to hold or reduce the contract pricing. Said renewal(s) shall be confirmed in writing, between the parties. The County reserves the right to terminate the contract at any time, with 30 days prior written notice, if not satisfied with the quality of service provided or if the Proposer fails to fulfill any of the conditions of these "Specifications".

## II. GENERAL INSTRUCTIONS:

- A. The response to the proposal should be submitted in a sealed addressed envelope to:

*Proposal Number: BC-05-19-04-34*  
*Purchasing Division*  
*2284 Miccosukee Road*  
*Tallahassee, FL 32308*

- B. **An ORIGINAL and five (5) copies** of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual, all other copies may be photocopies.**

- C. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed **in writing** to Keith Roberts or Don Tobin at (850) 488-6949; FAX (850) 922-4084; or e-mail at [keith@mail.co.leon.fl.us](mailto:keith@mail.co.leon.fl.us) or [tobind@mail.co.leon.fl.us](mailto:tobind@mail.co.leon.fl.us).

- D. **Special Accommodation:** Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at (800) 955-8771 (TDD).

- E. Proposers are expected to carefully examine the scope of services, and evaluation criteria and all general and special conditions of the request for proposals prior to submission. Each Vendor shall examine the RFP documents carefully; and, no later than seven (7) calendar days prior to the date for receipt of proposals, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency, or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.

Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only those communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

- F. Your response to the RFP must arrive at the above listed address no later than Wednesday, May 19, 2004 at 2:00 PM to be considered.
- G. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.
- H. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

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- I. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE" and may be returned unopened to the vendor.
- J. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.
- K. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.
- L. The contents of the proposal of the successful firm will become part of the contractual obligations.
- M. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.
- N. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.
- O. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.
- P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.
- Q. Public Entity Crimes Statement: Respondents must complete and submit the enclosed Public Entity Crimes Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
- S. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in

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another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

**T. Audits, Records, And Records Retention**

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**U. Monitoring**

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

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Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

V. Local Preference in Purchasing and Contracting

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five percent (5%) of the total score shall be assigned for a local preference for local businesses. Vendors are directed to the evaluation criteria contained herein to be aware of any local preference points to be assigned for this request for proposals.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
  - a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
  - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
  - c) Employs at least one (1) full-time employee, or two (2) part-time employees whose primary residence is in Leon County; or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

W. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

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**III. SCOPE OF SERVICES:**

A. **Vendor Services.** In this section of your proposal provide a description of the proposed contract team and the role to be played by each member of the proposed team; describe the process for handling work orders submitted by Leon County. Can work order processing take place via the Internet? Explain how equipment will be delivered throughout the County. Include the number of working days for service activation and/or equipment delivery. Minimum requirements include:

1. All phones, new and replacement, must be delivered to the requesting division office.
2. All service calls must be handled through a local representative who will be responsible to pick up and handle any necessary service arrangements.
3. All cellular telephones turned in for service shall be temporarily replaced with a loaner cellular telephone at no additional cost.
4. Demonstrate equipment and provide training in the use of the equipment after delivery of the purchase equipment.

B. **Equipment.** All equipment offered whether for the Basic or Enhanced Service Levels, or as optional accessories, shall be new and of the manufacturer's standard line. In this section you will provide a description of the cellular telephone equipment and accessories being offered; describe how you will stay current with the industry and provide Leon County with state of the art equipment as it becomes available; discuss the warranties that come with the equipment; and indicate whether or not user manuals will be provided with equipment. Minimum requirements for basic cell phone include:

1. **Basic Service Level:** A minimum digital cellular phone to be provided, at no charge to the County for the initial award, under this contract shall have as a minimum the following features:

- a. Low profile retractable antenna.
- b. Desk top battery quick charge unit.
- c. One (1) rechargeable battery.
- d. Cigarette lighter adapter.
- e. Continuous signal strength, battery level and volume indicators.
- f. Access to 832 cellular channels.
- g. Minimum two (2) hours continual talk-time with standard battery.
- h. Minimum four (4) days of standby time with standard battery.
- i. Ability to operate in digital and analog modes
- j. Hands free capable (additional equipment necessary to be purchased as an option)
- k. Large backlit screen
- l. Ability to store at least 25 names and phone numbers

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- m. Call waiting
  - n. Speed dial
  - o. Ability to set different security levels
2. **Enhanced Service Level.** A minimum digital cellular phone to be provided, at no charge to the County for the initial award, under this contract shall have as a minimum the following features:
- a. All requirements listed for the cellular phone at the Basic Service Level.
  - b. Ability to receive text messages
  - c. Ability to receive numeric pages
  - d. Ability to instantly contact one or multiple persons in a predefined call group via digital radio transmission from the cellular phone. This function is intended to replace two-way radio communication, and should therefore replicate that service.
  - e. The awarded vendor(s) shall be required to furnish software for text messaging on telephones and pagers to all County Departments at no cost to the County. In your response, include a description and/or literature of the text messaging options available.
- C. **Cellular Phone Service.** In this section of your proposal provide a description of the cellular telephone services being offered. Discuss your local calling area as well as your nationwide network. State whether or not you provide digital cellular service with the capability of automatically switching to analog service when digital is not available. Minimum requirements include:
- 1. **Basic Service Level**
    - a. Digital cellular service
    - b. Caller ID
    - c. Call Waiting
    - d. Voice mail
    - e. National long distance
    - f. Phone number portability
    - g. All cellular services must be assigned local telephone exchanges. Clearly state whether or not calls made from office telephones (not cellular telephones) in area code 850 will be a local or long distance call.
  - 2. **Enhanced Service Level**
    - a. All features of the Basic Service Level
    - b. Text messaging service
    - c. Numeric paging service



- d. "Push-to-talk" service - the ability to instantly contact one or multiple persons in a predefined call group via digital radio transmission from the cellular phone. This function is intended to replace two-way radio communication, and should therefore replicate that service.
- e. The awarded vendor(s) shall be required to furnish software for text messaging on telephones and pagers to all County Departments at no cost to the County. In your response, include a description and/or literature of the text messaging options available.

**D. Billing services**

- 1. Provide detailed monthly billing at no cost, for each cellular phone number by department or division, as the County directs.
- 2. Detailed billing must include a breakdown of all fees, monthly or otherwise, by cellular phone number; including the cellular telephone number, department, user name, peak and off peak calls and minutes, incoming and outgoing calls and minutes and any discounts associated with that telephone. All outgoing calls must identify the phone number called, and include the date, time and minutes of the call.
- 3. A monthly master billing list for all cellular telephone numbers shall be provided to County Administration showing total monthly air time and cost of service.

**E. Emergency Services**

The County requires a reliable and effective level of communications as an essential service during major emergencies. To ensure that this level of service is not jeopardized during an emergency, the Vendor shall, upon instructions of the Contract Administrator, implement some form of line load control to provide the County's designated cellular telephones with priority access to the network during the emergency. The awarded vendor shall provide to the County three (3) Basic Service Level and three (3) Enhanced Service Level cellular phones for emergency events to be kept in the Purchasing Warehouse until required. These phones shall be furnished at no cost to the County except that these units may be billed at the standard contract rates only in those months that they are used in actual service.

- 1. The Offeror shall, in their submission, identify their ability to provide this service and provide detailed information on how this requirement will be met.
- 2. The Offeror shall, in their submission, identify all other jurisdictions with legitimate emergency requirements that will receive greater or equal priority with Leon County.

**IV. REQUIRED SUBMITTALS/FORM OF PROPOSAL:**

To assure consistency, proposals must conform to the following format with each section appropriately labeled and numbered (e.g. A. Technical Proposal, items 1-9; B. Cost Proposal, items 1-5; C. Business Plan, items 1-2; D. Required Forms). Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

**A. Technical Proposal:**

- 1-5. Proposer must provide documentation to support the requirements listed above in the Scope of Work, items A through E.

6. As part of the technical proposal, vendor must evaluate the terms and conditions, and clearly define any exceptions in this section. If the vendor does not note any exceptions and is awarded the service, the County will consider any future discovery of an exception as a breach of contract.

7. Basic Services:

Clearly explain what services are included as part of the basic services offered. Clearly discriminate between services for digital and analog equipment and services.

8. Additional Services:

Clearly explain what additional services are offered at additional costs. Clearly discriminate between services for digital and analog equipment and services.

9. Coverage:

- a. Clearly describe and provide illustration of the area for which coverage is provided without additional charge, and where ROAM charges will begin.
- b. How long is the free area expected to remain free without changes.
- c. Provide propagation charts of areas of coverage for Leon County to allow detail evaluation of immediate area signal strength and coverage. Specifically identify dead spots in Leon County.
- d. Provide a general coverage map of Florida and explain how service is obtained if an area is not covered by the offering service provider.

**B. Cost Proposal:**

1. Cost proposals are to divulge all fully anticipated costs.
2. All prices must remain at the proposed or a reduced level for a minimum period of two (2) years. Provider must notify the County of any proposed price changes, in writing, a minimum of 120 days prior to the expiration of the then current term, for review and either approval or rejection by the County.
3. Offeror shall provide a fixed pricing for Equipment Costs, Accessories, Optional Costs for Additional Features, Service Fees and Installation Fees for Vehicle Phones. Any fixed pricing under the agreement may be reduced by the vendor as competitive market conditions change, but must not increase over the term.
4. Leon County would prefer to have air time costs presented in several ways for the two service levels - Basic and Enhanced. The County will utilize whichever option or combination thereof that it determines to be the most cost effective and that best meets the needs of the County. Offeror may propose other options that it feels would be beneficial to the County. The County will not be charged for activation or monthly access fees. Each type of cost proposed shall clearly state how many minutes of peak and off-peak air time minutes are included in the service level; how additional air time is to be handled and at what costs; what charges will be incurred for roaming; and if there is any difference between services for digital and analog equipment. All rates should be on a monthly basis.
  - a. A flat rate per minute

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- b. Tiered pricing service plans (monthly fee with set number of available minutes)
- c. Pooled minutes to be shared by designated number of phones
- 5. Additional Services:
  - a. What are the costs of additional services?
  - b. Clearly discriminate between services for digital and analog equipment?

**C. Business Plan:**

Provide the following information:

- 1. Detailed plan for cut over from current service providers.
- 2. Corporate Experience and Capacity. Offeror must be a recognized firm, having conducted business as such for at least five (5) years. The selected firm must be staffed with knowledgeable and experienced personnel in the requirements of cellular equipment and services.
  - a. General - provide information that documents your firm's qualifications to produce the required outcomes, including its ability, capacity, skill, and financial strength. Demonstrate the experience of the organization in conducting efforts of the nature and scope required by this Request for Proposal
  - b. References - provide a listing of no less than three (3) accounts similar in size to Leon County. The list must include the name and address of the business, phone number, the primary contact person, and the number of cell phone subscribers within the account.
  - c. Customer Services - provide any additional information on your customer services available or to be provided that exceed the minimum requirements stated in item 1 of the Scope of Work.
  - d. Will you offer the same phone service and pricing plans to County employees on a personal basis. If yes, please detail.

**D. Required Forms/Licenses**

Throughout this RFP there are sections explaining the requirement of forms and licenses to be submitted as a part of your proposal. Please complete and/or provide these in this section. The following checklist is provided as a courtesy and may not be inclusive of all items required within this RFP.

- \_\_\_\_\_ Completed RFP Cover Sheet with Manual Signature
- \_\_\_\_\_ Applicable Licenses/Registrations
- \_\_\_\_\_ Minority Business Enterprise Statement
- \_\_\_\_\_ Equal Opportunity/Affirmative Action Statement
- \_\_\_\_\_ Completed Public Entity Crimes Statement
- \_\_\_\_\_ Insurance Certification Form
- \_\_\_\_\_ Certification Regarding Debarment, Suspension, And Other Responsibility Matters

**V. SELECTION PROCESS**

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- A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.
- B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.
- C. The (BCC) will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.
- D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.
- E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.
- F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

The selection criteria are:

Technical Proposal	35 points
Cost Proposal	30 points
Business Plan	20 points
Local Preference	5 points
MWBE Participation	10 points
<b>Total</b>	<b>100 points</b>

#### VI. INDEMNIFICATIONS:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

The Firm shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project previously reviewed by the Firm that is found to be defective or not in accordance with the Contract Document and provisions of this agreement as a result of negligent act, error or omission on the part of the Firm, its agents, servants, or employees. The Firm shall be given a reasonable opportunity to correct any deficiencies.

#### VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

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**A. Minority/Women Business Enterprise Requirements**

Firms responding to this RFP are hereby made aware of the County's goals for M/WBE utilization. Respondents should contact Agatha Muse-Salters, Leon County M/WBE Director, at phone (850) 488-7509; fax (850) 487-0928 for additional information.

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) percent of the total score where M/WBE's are used as follows:

<u>M/WBE Participation Level</u>	<u>Points</u>
_____ The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy.	10
_____ The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.	8
_____ The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	6

**B. Equal Opportunity/Affirmative Action Requirements**

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

**VIII. INSURANCE**

Contractors' attention is directed to the insurance requirements below. Contractors should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

**1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:**

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall

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apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- d. Contractor shall carry professional liability insurance of the types necessary to protect the Firm from any professional liability arising under this agreement with a minimum \$1,000,000 liability limit. The deductible shall not exceed \$25,000 and, if greater than \$1,000, must be guaranteed by Contractor for the difference between the deductible and \$1,000. *Insurance is to be placed with insurers with a Best's rating of no less than A:VII.* The professional liability insurance coverage for the services provided under this agreement shall be maintained in force from the date of the contract until a date at least one (1) year following the actual completion of the provision of any services under the terms of this agreement.

## 2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## 3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - 1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  - 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

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b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## IX. ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

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## PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

Jane G. Sauls, Chairman  
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

BY

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS

CITY, STATE, ZIP

TELEPHONE

FAX

### ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_



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**STATEMENT OF NO BID**

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

\_\_\_\_\_ We do not offer this service

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Others (Please Explain)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

**DRAFT**

Company Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Name (Print/Type) \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_

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**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
 FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
 OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners  
 by \_\_\_\_\_  
 [print individual's name and title]

for \_\_\_\_\_  
 [print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
 statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States; including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

business with a public entity. The term "person" includes those officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
NOTARY PUBLIC

Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary public

## MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

RESPONDENT \_\_\_\_\_

<u>MBE Participation Levels</u>	<u>Points</u>
_____ The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy.	10
_____ The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.	8
_____ The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	6

M/WBE firms and subcontractors must be certified by the City of Tallahassee or Leon County to qualify for M/WBE participation credit. Please provide the following information for each M/WBE. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). **You must submit proof of certification with your proposal.** Attach additional sheets as necessary.

<u>Name, Address, and Phone</u>	<u>Materials/Services</u>	<u>Amount</u>	<u>Group</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Value of M/WBE Participation: \$ \_\_\_\_\_  
Total Project Base Bid: \$ \_\_\_\_\_  
M/WBE Participation as % of Total Base Bid: \_\_\_\_\_ %

The vendor acknowledges the Leon County M/WBE policy and the provisions specified for this RFP. If applicable, vendor certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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### **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**DRAFT**

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**INSURANCE CERTIFICATION FORM**

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General  
Liability:

Indicate Best Rating: \_\_\_\_\_  
 Indicate Best Financial Classification: \_\_\_\_\_

Business Auto:

Indicate Best Rating: \_\_\_\_\_  
 Indicate Best Financial Classification: \_\_\_\_\_

Professional Liability:

Indicate Best Rating: \_\_\_\_\_  
 Indicate Best Financial Classification: \_\_\_\_\_

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: \_\_\_\_\_  
 Indicate Best Financial Classification: \_\_\_\_\_

If answer is NO, provide name and address of insurer:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

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Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -  
General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General  
Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,  
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐

Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_  
Typed or Printed

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
And OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor/Firm

\_\_\_\_\_  
Address



# LOCAL VENDOR CERTIFICATION

Attachment # 1

Date 25 of 25

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:		Phone:
Current Local Address:		Fax:
If the above address has been for less than six months, please provide the prior address.		
Length of time at this address		
Number of Employees and hours worked per week by each:		
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.		Percentage of Ownership
1.		
2.		

Signature of Authorized Representative

Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_, of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)

or has produced \_\_\_\_\_ as identification.  
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Return Completed form with  
supporting documents to:

Leon County Purchasing Division  
2284 Miccosukee Road  
Tallahassee, Florida 32308